COMBINED SYNOPSIS/SOLICITATION

RFQ SKU20016Q0035

DESCRIPTION

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures found at FAR Subpart 13.5 and as supplemented with additional information included in this notice. This announcement constitutes the only solicitation; quotes are being requested and a written solicitation will not be issued. This is not to be construed as a commitment by the Government. All information is to be submitted at no cost to the Government.

NOTICE TO OFFEROR(S)/SUPPLIER(S)

The Government reserves the right to cancel this solicitation, either before or after the closing date. In the event the Government cancels this solicitation, the Government has no obligation to reimburse an offeror for any costs. The place of performance for this RFQ is American Embassy Kuwait.

Solicitation SKU20016Q0035 is issued as a Request for Quotation to obtain services from a responsible contractor to provide services - PROJECT: Maintenance of 4 medium voltage (11 KV) transformers on two dry-type and two oil transformers per the attached scope of work, including oil analysis as per: Attachment A (Statement of Work)

Attachment B (POSHO Office – Contractor's General Responsibilities).

It is anticipated that the range in price of this project will be between US\$ 25,000 and US\$ 100,000.

A site visit is scheduled on September 01, 2016 at 10:30a.m. Kuwait local time for prospective offerors to inspect the site/location. Refer to page 7 for instructions

Question Submission: Interested offerors must submit any questions concerning this solicitation by email to the above mentioned POCs no later than September 05, 2016 to enable the Embassy to respond. Questions and answers will be posted in Embassy Website: http://kuwait.usembassy.gov/contract_solicitations2.html

Proposal Submissions: Quotes are due by September 15, 2016 at 2:00 p.m. Kuwait local time.

All quotes must be clearly marked with the RFQ Number SKU20016Q0035, and include a separate price per each project listed. Contractors are responsible for verifying receipt of their quotes to the designated location before the specified due date and time.

Quote Submission:

- **1.** <u>By Email:</u> Quotes, together with the signed amendment(s), if applicable, must be submitted electronically to: KuwaitProcurement@state.gov; and/or
- **2.** <u>Hard Copy:</u> Quotes, together with the signed amendment(s), if applicable, must be submitted to American Embassy Kuwait, front gate.

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STANDARD FORM 1449 (REV. 02/2012) Prescribed by GSA - FAR (48 CFR) 53.212

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Section III Provisions

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Attachment(s)

Attachment A - Statement of Work (SOW)

Attachment B - POSHO - CONTRACTOR'S GENERAL RESPONSIBILITIES..

1. Project:

PROJECT: - Maintenance of 4 medium voltage (11 KV) transformers on two dry-type and two oil transformers per the attached scope of work, including oil analysis.

2. Contract Type:

The Government intends to award a firm fixed-price commercial items purchase order based on the lowest priced, technically acceptable offer which confirms to the solicitation.

3. Statement of Work (SOW):

See Attachment "A".

4. Place of Delivery/Services

American Embassy, Masjid Al Aqsa Street, Bayan, Kuwait

5. Safety Instructions

See Attachment "B".

6. Payment Instructions

Invoice Payment: Payment will be made via Electronic Fund Transfer (EFT) in accordance with Federal Acquisition Regulation FAR 32.9 "Prompt Payment".

To avoid possible delay in payment, please ensure the invoice:

- a) Is correctly addressed;
- b) Reference the correct solicitation number (see block # 5 on Form 1449);
- c) Provide complete bank details
- 7. Warranty

As indicated in the Scope of Work.

SECTION 1 - THE SCHEDULE

Continuation/Addendum to SF-1449 RFQ Number SKU200-16-Q-0035 PRICES, <u>BLOCK 23</u>

1.0 DESCRIPTION

The U.S. Embassy in Kuwait requires maintenance services for four (4) medium voltage transformers.

1.1 TYPE OF CONTRACT

The contract type is a firm fixed price contract for routine maintenance services. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the cost of difficulty of achieving the results required. The contract price will not be adjusted due to fluctuations in currency exchange rates. These rates include all costs associated with providing maintenance services in accordance with manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit. The contract will be for a one-year period, with two one-year optional periods of performance.

2.0 PRICING

The rates below include all costs associated with providing preventive maintenance services in accordance with the attached scope of work, and the manufacturer's warranty including materials, labor, insurance (see FAR 52.228-4 and 52.228-5), overhead, profit and GST (if applicable).

2.1 Base Year. The Contractor shall provide the services shown below for the base period of the contract and continuing for a period of 12 months.

Item	Description	QTY	Monthly	Total per		
			Rate	Annum		
1	Maintenance services of ABB					
	Transformers – NEMA Class AA Dry type	2each				
	as per SOW.					
2	Maintenance services of Cooper					
	Transformers – as per SOW.	2each				
	Total Amount					

2.2 1ST Option Year. The Contractor shall provide the services shown below for the 1st option year period of the contract and continuing for a period of 12 months.

Item	Description	QTY	Monthly	Total per
			Rate	Annum
1	Maintenance services of ABB Transformers – NEMA Class AA Dry type as per SOW.	2each		
2	Maintenance services of Cooper Transformers – as per SOW.	2each		

2.3 2nd Option Year. The Contractor shall provide the services shown below for the 2nd option year period of the contract and continuing for a period of 12 months.

Item	Description	QTY	Monthly	Total per		
			Rate	Annum		
1	Maintenance services of ABB					
	Transformers – NEMA Class AA Dry type	2each				
	as per SOW.					
2	Maintenance services of Cooper					
	Transformers – as per SOW.	2each				
	Total Amount					

2.4 Total Price breakdown:

Base Year Total	
Option Year 1 Total	
Option Year 2 Total	
GRAND TOTAL OF BASE YEAR PLUS ALL OPTION YEARS	

2.5 Repair option. Repairs are NOT included under this agreement (see 7.1.3) and are to be done outside this contract. However, we would like to have current labor rates in the event that there is an issue discovered during the preventive maintenance of the specified equipment. Please provide your current labor rates in the Repair Option fields below. As stated in 7.1.3 any necessary repairs or parts will be submitted for approval and then billed against a separate PO. The Contractor is not approved to do any additional work without approval.

Repair Labor Rates	Charges
Base Year	/Hour
Option Year 1	/Hour
Option Year 2	/Hour

3.0 NOTICE TO PROCEED

After contract award and submission of acceptable insurance certificates and copies of all applicable licenses and permits, the Contracting Officer will issue a Notice to Proceed. The Notice to Proceed will establish a date (a minimum of five [5] days from date of contract award unless the Contractor agrees to an earlier date) on which performance shall start.

DESCRIPTION/SPECIFICATION/WORK STATEMENT

4.0 EQUIPMENT AND PERFORMANCE REQUIREMENT

- 4.1 The U.S. Embassy in Kuwait requires the Contractor to maintain the systems identified in Attachment "A" in safe, reliable and efficient operating condition. The Contractor shall provide all necessary managerial, administrative and direct labor personnel, and as well as all necessary transportation, equipment, tools, repair parts, supplies and materials required to perform preventive maintenance as required to maintain the Medium Voltage Transformer Maintenance in accordance with the manufacturer's specifications, and Attachment A
- 4.2 Under this contract, the contractor shall provide:

The services of trained and qualified technicians to inspect, adjust, and perform scheduled preventive maintenance on four (4) medium voltage transformer maintenance.

4.3 HOURS OF PERFORMANCE

All work will be done on Embassy off-hours which is Friday, Saturday, U.S Federal Government Holidays or Kuwaiti Government Holidays which the U.S. Embassy observes.

5.0 ACCESS TO GOVERNMENT BUILDINGS AND STANDARDS OF CONDUCT

- 5.1 General. The Contractor shall designate a representative who shall supervise the Contractor's mechanics and be the Contractor's liaison with the U.S. Embassy. The Contractor's employees shall be on-site only for contractual duties and not for any other business or purposes. Contractor employees shall have access to the equipment and equipment areas and will be escorted by Embassy personnel.
- 5.2 Personnel Security. The Government reserves the right to deny access to U.S owned and U.S.-operated facilities to any individual. The Contractor shall provide the names, biographic data and police clearance on all Contractor personnel who shall be used on this contract prior to their utilization. Submission of information shall be made within 2 days of award of contract. No technicians will be allowed on site without prior authorization. Note: this may include cleared personnel if advance notice of visit is not given at least one week before the scheduled visit.
- 5.3 The Government shall issue identity cards/badges to approved Contractor personnel, each of whom shall display his/her card(s) on the uniform at all times while on Government property while on duty serviced under this contract. These identity cards/badges are the property of the Government. The Contractor shall return all identity cards when the contract is completed, when a Contractor's employee leaves this contract, or at the request of the Government. The

Government reserves the right to deny access to U.S. owned and U.S. operated facilities to any individual.

5.4 Vehicles.

Contractor vehicles will not be permitted inside the Embassy compound without prior approval. If you to need to have vehicle access, submit your vehicle information (make, model, License plate#) along with a written justification. This should be submitted to the Facility Manager at least one (1) week prior the visit.

6.0 Standards of Conduct

- 6.1 General. The Contractor shall maintain satisfactory standards of employee competency, conduct, cleanliness, appearance and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary. Each Contractor employee shall adhere to standards of conduct that reflect credit on themselves, their employer, and the United States Government. The Government reserves the right to direct the Contractor to remove an employee from the worksite for failure to comply with the standards of conduct. The Contractor shall immediately replace such an employee to maintain continuity of services at no additional cost to the Government.
- 6.2 Uniforms and Personal Equipment. The Contractor's employees shall wear clean, neat and complete uniforms when on duty. All employees shall wear uniforms approved by the Contracting Officer's Representative (COR). The Contractor shall provide, to each employee and supervisor, uniforms and personal equipment. The Contractor shall be responsible for the cost of purchasing, cleaning, pressing, and repair of the uniforms.
- 6.3 Neglect of duties shall not be condoned. This includes sleeping while on duty, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during duty hours and refusing to render assistance or cooperate in upholding the integrity of the worksite security.
- 6.4 The Contractor shall not condone disorderly conduct, use of abusive or offensive language, quarreling, and intimidation by words, actions, or fighting. Also included is participation in disruptive activities that interfere with normal and efficient Government operations.
- 6.5 Intoxicants and Narcotics. The Contractor shall not allow its employees while on duty to possess, sell, consume, or be under the influence of intoxicants, drugs or substances which produce similar effects.
- 6.6 Criminal Actions. Contractor employees may be subject to criminal actions as allowed by law in certain circumstances. These circumstances include but are not limited to the following actions: falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records or concealment of material facts by willful omission from official documents or records; unauthorized use of Government property, theft, vandalism, or

immoral conduct; unethical or improper use of official authority or credentials; security violations; organizing or participating in gambling in any form; and misuse of weapons.

- 6.7 Key Control. The Contractor will not be issued any keys. The keys will be checked out from Post 1 by a "cleared American" escort on the day of service requirements.
- 6.8 Notice to the Government of Labor Disputes. The Contractor shall inform the COR of any actual or potential labor dispute that is delaying or threatening to delay the timely performance of this contract.

7.0 SCHEDULED PREVENTIVE MAINTENANCE

7.1. General

- 7.1.1. The Contractor shall perform preventive maintenance as outlined in Attachment "A" STATEMENT OF WORK. The objective of scheduled preventive maintenance is to eliminate system malfunction, breakdown and deterioration when units are activated/running.
- 7.1.2. The Contractor shall inventory, supply and replace expendable parts (eg, filters, belts, hoses, gaskets) that have become worn down due to wear and tear. The Contractor shall supply and maintain expendable and common parts on site so that these are readily available for normal maintenance to include: hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), grease, sealant, thermostat, fuses; in addition to the appropriate tools, testing equipment, safety shoes and apparel for technicians, personal protective equipment (hands, hearing, eye protection), SDS, cleaning material and oil spill containment kits. The contractor should inventory the supply after each visit and order replacement supplies and have them delivered on site.
- 7.1.3. Exclusion. This contract does NOT include repair of equipment and replacement of hardware (eg bearings, pistons, piston rings, crankshaft, gears.) Hardware replacements will be separately priced out by the Contractor for the Government's approval and acceptance. The Government has the option to accept or reject the Contractor's quote for parts and reserves the right to obtain similar spare parts from other competitive sources. If required by the Government, the Contractor shall utilize Government-purchased spare parts, if awarded the work. Such repairs/replacements will be accomplished by a separate purchase order. However, this exclusion does not apply if the repair is to correct damage caused by Contractor negligence.
- 7.1.4. Replacement/repair of any electronic or electrical parts must be approved by the COR prior to installation of the part. If the Contractor proceeds to replace any electronic or electrical parts without COR approval, the Contractor shall de-install the parts at no cost to the Government.

7.2 <u>Checklist Approval</u>

The Contractor shall submit to the COR a schedule and description of preventive maintenance tasks which the Contractor plans to provide. The Contractor shall prepare this schedule and task description in a checklist format for the COR's approval prior to contract work commencement.

- 7.2.1. The Contractor shall provide trained technicians to perform the service at frequencies stated in Exhibit A and on the equipment called out in this SOW. The technician shall sign off on every item of the checklist and leave a copy of this signed checklist with the COR or the COR's designate after the maintenance visit.
- 7.2.2. It is the responsibility of the Contractor to perform all manufacturers' recommended preventive maintenance as well as preventive maintenance recommended by the manufacture technical manuals for the respective equipment.
- 7.2.3. The Contractor shall provide a verbal report to the contracting officer's representative, the maintenance supervisor, or the A/POSHO immediately after completing each service and will supply a written support of the service listing any issues or problems found, along with the filled out checklist, within 3 days.

8.0 PERSONNEL, TOOLS, CONSUMABLE MATERIALS AND SUPPLIES

The Contractor shall provide trained technicians with the appropriate tools and testing equipment for scheduled maintenance, safety inspection, and safety testing as required by this Contract. The Contractor shall provide all of the necessary materials and supplies to maintain, service, inspect and test all the systems to be maintained.

- 8.1 <u>Contractor furnished materials</u> will include but not limited to appropriate tools, testing equipment, safety shoes and apparel for technicians, hands, hearing and eye protection, SDS, cleaning material and oil spill containment kit. Expendable/consumable items (e.g. hoses, belts, oil, chemicals, coolant, filters (Air, Fuel, Oil), generator starting batteries, grease, sealant, thermostat, fuse), will be maintained in the onsite inventory. See 7.1.2.
- 8.2 Repairs. Repairs are not included in this contract. See Item 7.1.3. Exclusions.
- 8.3. <u>Disposal of used oil, fuel, battery and other toxic substances</u>. The Contractor is responsible for proper disposal of toxic/hazardous substances. All material shall be disposed of according to Government and Local law. After proper disposal the contractor must show proof of authorized disposal of these toxic/hazardous substances.
- 8.4. <u>Oil Testing and Analysis.</u> The Contractor shall perform laboratory testing by taking samples and sending them to a certified lab. Testing should follow all manufacturer's recommendations.

8.5 DELIVERABLES

The following items shall be delivered under this contract:

Description		Delivery Date	Deliver
			to
Names, biographic data, police clearance on	1	2 days after contract award	COR
Contractor personnel (#5.2)			
Certificate of Insurance (#9.2)	1	3 – 5 days after contract award	CO
Certification of disposal of toxic chemicals	1	After each change	CO
by local authorities (#8.3)			
Checklist signed by Contractor's employee	1	After completion of each maintenance	COR
(#7.2) and Report		service	
Oil Testing and Analysis (#8.4)	3	After completion of each annual	COR
		service	
Invoice	1	Invoices can be submitted either on	COR
		monthly basis and/or quarterly and/or	
		half yearly and/or end of the contract	
		period. Service reports to be attached to	
		the each invoice submitted.	

9.0 INSURANCE REQUIREMENTS

9.1 Personal Injury, Property Loss or Damage (Liability). The Contractor assumes absolute responsibility and liability for any and all personal injuries or death and property damage or losses suffered due to negligence of the Contractor's personnel in the performance of this contract

The Contractor's assumption of absolute liability is independent of any insurance policies.

9.2 Insurance. The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract, whatever insurance is legally necessary. The Contractor shall carry the following minimum insurance:

Comprehensive General Liability

Bodily Injury: US\$ 25000 per occurrence
 Property Damage: US\$ 50000 per occurrence

Workers' Compensation and Employer's Liability

- Workers' Compensation and Occupational Disease: Statutory, as required by host country law
- Employer's Liability: Statutory, as required by host country law
- 9.3 Worker's Compensation Insurance. The Contractor agrees to provide all employees with worker's compensation benefits as required by the laws of either the country in which the employees are working or the employee's native country, whichever offers greater benefits, following FAR 52.228-4 "Worker's Compensation and War-Hazard Insurance Overseas".

10.0 PERMITS

The Contractor shall maintain in full force and affect all permits, licenses, and appointments required for the prosecution of work under this contract at no additional cost to the Government. The Contractor shall obtain these permits, licenses, and appointments in compliance with host country laws.

11.0 LOCAL LAW REGISTRATION

If the local law or decree requires that one or both parties to the contract register the contract with the designated authorities to insure compliance with this law or decree, the entire burden of this registration shall rest upon the Contractor. Any local or other taxes which may be assessed against the contract shall be payable by the Contractor without Government reimbursement.

12.0 GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

RESERVED

13.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

13.1 This plan provides an effective method to promote satisfactory contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor Contractor performance, advise the Contractor of unsatisfactory performance, and notify the Contracting Officer of continued unsatisfactory performance. The Contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to monitor quality to ensure that contract standards are achieved.

Performance Objective	Scope of Work Para	Performance Threshold
Services. Performs all maintenance services set forth in the scope of work.	1. thru 12.	All required services are performed and no more than one (1) customer complaint is received per month.

- 13.2 Surveillance. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.
- 13.3 Standard. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.
- 13.4. Procedures.
- 13.4.1 If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- 13.4.2 The COR will complete appropriate documentation to record the complaint.
- 13.4.3 If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- 13.4.4 If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- 13.4.5 The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- 13.4.6 If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- 13.4.7 The COR will consider complaints as resolved unless notified otherwise by the complainant.
- 13.4.8 Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

SECTION II CLAUSES

This This Request for Quotation incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: https://www.acquisition.gov/far

DOSAR clauses may	be accessed at: http://www.statebuy.state.gov/dosar/dosartoc.htm
FAR 52.212-1	Instructions of Offerors-Commercial Items;
FAR 52.212-2	Evaluation-Commercial Items filled in as follows: "price";
FAR 52.212-3	Offeror Representations and Certifications-Commercial Items (INCLUDE
	A COMPLETED COPY WITH QUOTE OR COMPLETE ONLINE AT
	https://www.sam.gov/;
FAR 52.212-4	Contract Terms and Conditions-Commercial Items;
FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or
	Executive Orders-Commercial Items;
FAR 52.222-3,	Convict Labor (June 2003) (E.O. 11755).
FAR 52.222-50,	Combating Trafficking in Persons
FAR 52.223-18,	Encouraging Contractor Policies to Ban Text Messaging while Driving
,	(Aug 2011) (E.O. 13513).
FAR 52.225-13,	Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s,
	proclamations, and statutes administered by the Office of Foreign Assets
	Control of the Department of the Treasury).
FAR 52.232-29,	Terms for Financing of Purchases of Commercial Items (Feb 2002) (41
	U.S.C. 4505), 10 U.S.C. 2307(f)).
FAR 52.232-33	Payment by Electronic Funds Transfer - System for award management.
FAR 52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JULY
	2013)
FAR 52.228-3	Workers' Compensation Insurance (Defense Base Act) (Jul 2014)
FAR 52.228-4	Workers' Compensation and War-Hazard Insurance Overseas. (April
	1984)
FAR 52.228-5	Insurance—Work on a Government Installation
FAR 52.236-27	SITE VISIT
DOSAR 652.204-70	DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD
	ISSUANCE (MAY 2011)
DOSAR 652.228-71	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)
	SERVICES (FEB 2015)
DOSAR 652.229-71	PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG
	1999)
	NOTICES (AUG 1999)
DOSAR 652.232-70	PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-
	PRICE) (AUG 1999)
DOSAR 652.237-72	Observance of Legal Holidays and Administrative Leave.(FEB 2015)
DOSAR 652.242-73	AUTHORIZATION AND PERFORMANCE (AUG 1999)
FAR 52.243-1	Changes and Changed Conditions. (April 1984)

52.237-1 SITE VISIT (APR 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. (Due to security checks, all participating personnel should arrive early for the site visit).

- (b) A site visit has been scheduled for September 01, 2016 at 10:30am.
- (c) Participants will meet at the U.S. Embassy, Bayan, Kuwait, front gate reception area.

Note: All companies interested to participate in the site visit, should send and meet the following requirements NO later than August 28, 2016. All documents received will be screened and any request for the site visit that does not meet these requirements won't be granted access.

- Maximum two (2) persons per company.
- Proof of work/residence permit (passport copy and/or civil ID copy)
- NO access will be granted for participants that have Article/title 20 (domestic Helper), Article/title 22 (dependents), or visit visa.
- Access will be granted to only those who have a valid work residence permit Article/title 18 and company owner/share holder.

Offerors should contact/send all details to the following to make appropriate arrangements.

James Pinto – Purchasing Agent – email: <u>PintoJG@state.gov</u> Norbert Dsouza – Purchasing Agent – email: <u>DsouzaHN@state.gov</u>

Tel: 2259-1214/1215, Fax: 2259-1938

MAGNITUDE OF THE PROJECT

It is anticipated that the range in price of this contract will be between US\$ 25,000 and US\$ 100,000.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

- (a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.
- (b) The COR for this contract is the **Facilities Manager**.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

- (a) The Contractor warrants the following:
- (1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That is has obtained all necessary licenses and permits required to perform this contract; and.
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.
- (b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days* as holidays:

New Year's Day Martin Luther King's Birthday Washington's Birthday Memorial Day Independence Day Labor Day Columbus Day Veterans Day Thanksgiving Day Christmas Dav Eid Al-Adha Islamic New Year Kuwait National day Kuwait Liberation day The Prophet's Birthday **Ascension Day** Waqfat Arafat day Eid Al-Fitr

*Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) When any such day falls on a Friday or Saturday, the following Sunday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

The following FAR clause(s) is/are provided in full text:

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of the current fiscal year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of the current fiscal year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

SECTION III PROVISIONS

Clause	Title
52.204-6	Data Universal Numbering System Number (Jul 2013)
52.204-7	System for Award Management (Jul 2013)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or
	Transactions Relating to Iran—Representation and Certifications (Oct 2015)

652.228-70 Defense Base Act - Covered Contractor Employees.

As prescribed in 628.309-70(a), insert the following provision:

DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (FEB 2015)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States,		
regardless of citizenship		
(3) Local nationals or third country nationals		Local Nationals:
where contract performance takes place in a		
country where there are no local worker's		Third Country Nationals:
compensation laws	*	
(4) Local nationals or third country nationals		Local Nationals:
where performance takes place in a country		
where there are local worker's compensation		Third Country Nationals:
laws		

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X Worker's compensation laws exist that will cover local nationals and third country nationals.

___ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(End of provision)

652.228-71 Worker's Compensation Insurance (Defense Base Act) - Services.

As prescribed in 628.309-70(b), insert the following clause:

WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) - SERVICES (FEB 2015)

- (a) This clause supplements FAR 52.228-3. For the purposes of this clause, "covered contractor employees" includes the following individuals:
- (1) United States citizens or residents;
- (2) Individuals hired in the United States or its possessions, regardless of citizenship; and
- (3) Local nationals and third country nationals where contract performance takes place in a country where there are no local workers compensation laws.
- (b) The Contractor shall procure Defense Base Act (DBA) insurance directly from a Department of Labor (DOL) approved insurance provider. Approved providers can be found at the DOL website at http://www.dol.gov/owcp/dlhwc/lscarrier.htm.
- (c)(1) Section 16 of the State Basic Authorities Act (22 U.S.C. 2680a), as amended, provides that the Defense Base Act shall not apply with respect to such contracts as the Secretary of State determines are contracts with persons employed to perform work for the Department of State on an intermittent basis for not more than 90 days in a calendar year. "Persons" includes individuals hired by companies under contract with the Department. The Procurement Executive has the authority to issue the waivers for Contractor employees who work on an intermittent or short-term basis.
- (2) The Contractor shall submit waiver requests to the contracting officer. The request shall contain the following information:
 - (i) Contract number;
 - (ii) Name of Contractor;
- (iii) Brief description of the services to be provided under the contract and country of performance;
 - (iv) Name and position title of individual(s);
 - (v) Nationality of individual(s) (must be U.S. citizen or U.S. resident);
 - (vi) Dates (or timeframe) of performance at the overseas location; and,

(vii) Evidence of alternative worker's compensation coverage for these employees (e.g., evidence that the State worker's compensation program covers workers on short-term foreign assignments).

(3) The contracting officer shall provide to the Contractor the original of the approved or disapproved document and maintain a copy in the contract file. (End of clause)

FAR 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (Oct. 2015), is incorporated by reference ADDENDUM TO 52.212-1

The Government intends to award a Firm Fixed Price Commercial Item purchase order to the contractor who submits 'lowest priced, technically acceptable' offer resulting from this solicitation, and who is determined to be a responsible contractor within the meaning of FAR Part 9, paragraph 9.104

Interested offerors are requested to submit the following Volume(s) with their proposal/quote on or before date specified for receipt.

Volume	Title	Number
		of
		Copies
Ι	Standard Form 1449 signed and completed (Box 17a, 24, 30a, 30b, and 30c)	1
II -	- Contractor Name	1
Introduction	- Name, telephone numbers and e-mail address of person(s) to be contacted for	
	clarification or questions to the quote	
	- Dun & Bradstreet (DUNS) Number.	
	- Vendors must be registered in the System for Award Management (SAM) to be	
	eligible for award for amounts exceeding US\$25,000	
	- Provision 52.212-3 Offeror Representations and Certifications -Commercial	
	Items applies to this solicitation. The contractor shall return a complete copy of	
	the Offeror Representations and Certifications with their quotation; Quotes received without the completed copy of the provision at FAR 52.212-3 or	
	completed SAM representation may be removed from consideration.	
III – Technical	- Interested offerors are requested to provide Performance schedule in the form of	1
	a "bar chart" indicating when the various portions of the work will be commenced	
	and completed within the required schedule. This bar chart shall be in sufficient	
,	detail to clearly show each segregable portion of work and its planned	
	commencement and completion date.	
	- Requirements as stated as per attachment A (Scope of Work) and attachment B	
	(POSHO Office – Contractor's General Responsibilities for Construction	
	Projects).	
	Provide schedule/timeline for the project	
	- Company profile and history of projects.	
	- Company must have at least 5 years MV experience	
	- Company must provide qualifications for technicians showing they have	
	experience and are trained on MV systems Company must provide resume for team lead/onsite rep showing that he/she is	
	- Company must provide resume for team lead/onsite rep showing that he/she is fluent in English to a level of at least 3/3.	
	Hugh in English to a level of at least 3/3.	

- Experience/Past performance Provide a list of contracts previously performed over the past 2-5 years and points of contact with phone numbers for the same or similar type maintenance contracts showing experience and listing equipment. Provide the following information for each contract and subcontract
- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
 - (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates; Contract dollar value;
 - (4) Brief description of the work, including responsibilities; and
 - (5) Any litigation currently in process or occurring within last 5 years
- Warranty period.

IV - Price

Item	Description	QTY	Base Year	1 st opt. year	2 nd Opt.	Number	
	_				Year	of Copies	
1	Maintenance services of ABB						
	Transformers – NEMA Class AA Dry	2ea					
	type as per SOW.					1	
2	Maintenance services of Cooper						
	Transformers – as per SOW.	2ea					
	Totals						
Grand Total of base year plus all option years							

Quote submission method:

- 1. Submit the complete quotation by email to: KuwaitProcurement@state.gov, and/or
- 2. (hand-delivered) to the address indicated below.

U.S. Embassy
General Services Officer – Procurement Office (RFQ # SKU20016Q0035)
Masjid Al Aqsa Street, Bayan
Kuwait. Tel: 2259-1215

The Offeror/Quoter shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation in the appropriate volume of the offer.

SECTION IV EVALUATION FACTORS

52.212-2 -- Evaluation -- Commercial Items (Oct 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror whose quote conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

The factor will be rated as Acceptable or Unacceptable. Acceptable is defined as the quote clearly meets the minimum requirements of the solicitation. Unacceptable is defined as the quote does not clearly meet the minimum requirements of the solicitation.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ. The Government will determine responsibility by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

Factor 1: Technical Capability

- Provide a brief description of how you plan to perform the work listed in the performance work statement
- Provide Schedule/Timeline for this project
- Experience/Past performance Provide a list of contracts previously performed and points of contact with phone numbers
- Ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- Satisfactory record of integrity and business ethics;
- Have necessary qualified/certified personnel equipment and financial resources available to perform the work.
- Meet all local insurance requirements for all the personnel.
- All personnel/workers are under company's direct-hire sponsorship plan.
- Must have a valid DUNS number
- Must have active SAM registration to be eligible for award if amount exceeds US\$25,000. If SAM is not active, the offer could be deemed unacceptable and the Contracting Officer will select the next lowest acceptable bidder with active SAM, and so on.

Technical capability will be addressed by submitting a one page narrative discussing company profile, history, and the experience of the prospective contractor's workers. The narrative should cover experience maintaining medium voltage maintenance and construction work (11 kV or higher). Included with the narrative shall be a copy of any supporting document related to the subject maintenance required.

Factor 2: Past Performance

- Contract information submitted shall include: company/agency name, address, phone number, contract number, contract value/amount, period of performance, description of work performed showing at least 5 years of experience in the field, point of contact name, including phone number and e-mail address.
- Proof of expertise on the specific equipment or similar equipment, and list technician qualifications including certifications or training programs related to work requirement

Factor 3: Price - Prices will be evaluated for reasonableness.

Award will be made to the quoter submitting the lowest priced technically acceptable quote.

A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

Attachment "A" STATEMENT OF WORK (SOW)

U.S. Embassy Kuwait Medium Voltage Transformer Maintenance

- **1.0 INTRODUCTION.** This is a firm fixed price contract for on-site maintenance of 4 medium voltage transformers at the U.S. Embassy in Kuwait City, Kuwait. All proposal packages must be accompanied with a work plan and projected site visit dates for all listed tasks within this work statement. The Embassy procurement section will hold a site-visit on a specified date and time for all potential bidders. All scope work, including post visit and finalized reports, must be completed no later than **the specified date and time.**
- A) <u>U.S. Embassy Kuwait City, Kuwait:</u> (a.k.a. Consulate, Embassy or Post):
 - 1 ABB Transformer 2 total

NEMA Class AA Dry Type

Serial No :24-35138-01/02

KVA - 2500

HV - 11000

LV - 415/240

LV AMP - 3478/4637

KVBIL - 60HV/10LV

Class - AA

Type - Vent

Phase -3

IMP - 5.64

Hz - 50

Temp Rise – 150 cel

Conductor – c/c

Date -03/95

Approx. wt – LBS

Total - 14600

2 – Cooper Transformer 3 phase – 2 total

Cooper power systems

Cat: 000B3P11W58A

MAN EP SERIES: 9937015245/244

KVA - 500

HV - 11000

LV – 415/240, 4.6% IZ @ 75cel

Class – A

Cont. Rise – 55 cel

Hz - 50

Mfg Date – Oct 99

Fluid R.Temp gallons – 417

2.0 SCOPE OF WORK. The intent of this scope is for the contractor to perform planned maintenance procedures and repairs to post's medium voltage equipment. The awarded contractor must complete all aspects of this work statement as follows;

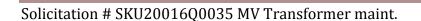
POWER SYSTEMS – MODIFICAITION/REPAIR/SERVICE REQUIREMENTS:

- 1. Provide a detailed work plan and schedule outlining projected site visit dates for each location. Work must occur on Embassy off-hours which is Friday, Saturday, U.S Federal Government Holidays or Kuwaiti Government Holidays which the U.S. Embassy observes.
- 2. Travel to site and, upon arrival, meet with the embassy Facility Manager to coordinate scheduled transfers from utility to generator power. Discuss the history of equipment service and note in the service report any known maintenance and repair actions performed on the medium voltage systems prior to this service support visit. Up to two separate trips per option period (in addition to the actual work) must be included in the proposal for work planning and coordination with the Embassy.
- 3. Contractor personnel must familiarize themselves with site power conditions, related compound power deficiencies, and post power concerns.
- 4. Specify any additional requirements, such as UPS Power or Generator back up Power supply for Equipment, specify load details Kw/Volts. This contract does not include for the supply of back up power to the compound.

MEDIUM VOLTAGE DRY TYPE TRANSFORMER(S) (ABB Transformers x2)

- 1. Perform a thermographic survey to inspect bolted electrical connections. If inconsistencies are discovered, verify and correct tightness of bolted connection using a torque wrench once the unit is de-energized. Bolt-torque levels should be in accordance with manufacturer's published data.
- 2. Shut down the equipment.
- 3. Use proper Lock Out/Tag Out procedures.
- 4. Perform voltage tests in accordance with NFPA 70E safety standards to verify a no voltage condition.
- 5. Install safety grounds on the equipment being serviced.
- 6. Inspect physical and mechanical condition including evidence of moisture and corona.
- 7. Inspect anchorage, alignment, and grounding, including power and control cable connections.
- 8. Clean the unit.
- 9. Verify that control and alarm settings on temperature indicators are as specified.
- 10. Verify that cooling fans operate correctly.
- 11. Perform specific inspections and mechanical tests as recommended by the manufacturer that are not listed in this scope. These include but are not limited too:

- 1. Turn Ratio Test
- 2. Winding Resistance Test
- 3. Vector Group Test
- 4. Insulation Resistance Test
- 5. Function Test
- 12. Verify the presence of transformer surge arresters. Record the condition and replace as necessary.
- 13. Restore the transformer(s) to its online condition.
- 14. Draft a final report of the findings, including details of the work done, completed Performance Checklist, spare parts at site, spare parts recommended to be ordered and stored at site, and a recommendation of PM frequency.
- 15. Advise immediately of any repairs or corrective action that is required. This contract does not include for repairs or spare parts, these will be negotiated in a separate proposal.
- 16. Brief the site contact of the findings and work completed.
- 17. During the maintenance, the contractor shall perform maintenance on the ABB medium voltage "load break switch" on the primary side of the transformer, per the manufacturers checklist, while it is de-energized.



LOAD BREAK INTERRUPTER SWITCHGEAR MAINTENANCE CHECK LIST

CUSTOMER					
SWITCHGEAR IDENTIFICATION_					
LOCATION OR JOB NAME					
APPROVED FOR OPERATION BY					
A. SWITCH BLADES AND ARC BLADES	() Inspect taped joints for tightness				
() Check arc blade alignments with arc chute	() Check connections on lugs () Inspect taped joints for coverage of insulating varnish*				
and stationary arcing contacts () Check arc blade clearance with arc contacts					
	KEY INTERLOCKS*				
() Check switch blade alignment with casting	() Check door block for lubrication				
() Check switch blade alignment with jaw casting contact	 () Check key interlock system for sequence and operation 				
() Check switch blade torque at hinge casting	() Insure interlock is free from binding				
contact	() Check weathercap fits securely (outdoor only)				
() Insure contact grease is on casting contacts	() Insure key nameplate matches key number				
 () Check for proper alignment of switch assembly in cubicle 	() Handle stops on casting do not interfere with interlock mechanism				
B. INSULATORS F	FUSE ACCESSORIES				
() Inspect pushrods for defect	() Check contact of fuses mounted in fuse clip				
() Insure cottor pin fasteners are spread apart*	() Inspect unit for spare fuse holder or mounting				
 () Check switch blade alignment with levers on shaft 	() Check alignment of fuses with fuse clips				
() Check length of eye bolt within insulating rod* G					
() Inspect porcelains for defects or dirt	() Inspect phase barriers for secure mounting				
 () Insure lightning arrestors are mounted securely (when furnished) 	() Check unit for manufacturers and nomenclature nameplates				
() Check for tightness of nut on porcelain rods	() Inspect paint coverage of unit				
(when furnished)	 () Inspect door handles, locking bars and mechanism 				
C. HANDLE MECHANISM	() Inspect for damaged, bent or twisted doors				
	()Check unit for proper device markings				
() Check chain on mechanism for proper tension	() Inspect unit for gasketed joints (outdoor only)				
() Check handle release knob for freedom of	() Check unit for water tightness				
movement	() Inspect unit for door stop alignment* () Inspect unit doors for proper opening				
 () Check handle positoning top and bottom of casting 	() Louvers checked for proper back up				
() Check handle unit for (3) nameplates	() couvers checked for proper back up				
() Inspect adjusting rods for proper length within F adjusting bolt*	. MEGGER @ VOLTS OHMS				
Lagosting con	HI POT (75% OF FACTORY)				
D. CABLE AND BUS					
	REMARKS				
() Check clearance phase to phase and phase _ to ground of cable and bus					
() Bus and cable supports are adequate					
() Inspect cables for penciling at ends					
() Inspect cable termination in cable lugs for tightness					
() Inspect placement of phase markings					
	when applicable				

MEDIUM VOLTAGE OIL FILLED TRANSFORMER(S) (Cooper Transformers x2)

- 1. Perform a thermographic survey to inspect bolted electrical connections. If inconsistencies are discovered, verify and correct tightness of bolted connection using a torque wrench once the unit is de-energized. Bolt-torque levels should be in accordance with manufacturer's published data.
- 2. Perform a thermographic survey to inspect the outer cabinet and radiator.
- 3. Shut down the equipment.
- 4. Use proper Lock Out/Tag Out procedures.
- 5. Perform voltage tests in accordance with NFPA 70E safety standards to verify a no voltage condition.
- 6. Install safety grounds on the equipment being serviced.
- 7. Inspect physical and mechanical condition including evidence of moisture and corona.
- 8. Inspect anchorage, alignment, and grounding, including power and control cable connections.
- 9. Verify the presence of PCB labeling, if applicable.
- 10. Verify correct liquid level in tanks.
- 11. Remove a sample of insulating liquid and test for the following;
 - a. Dielectric breakdown voltage
 - b. Acid neutralization number
 - c. Specific gravity
 - d. Interfacial tension: ANSI/ASTM D 971 or ANSI/ASTM D 2285
 - e. Visual Condition: ASTM D 1524
 - f. Remove a sample of insulating liquid and perform dissolved-gas analysis (DGA).
 - g. Test for PCBs
 - h. Density
 - i. Interfacial tension to water
- 12. Liquid levels in the transformer tanks should be within manufacturer indicated tolerances. Oil type should be that recommended by the manufacturer. If oil must be added, notify the Facility Manager and provide a separate proposal to the Facility Management staff, this work will be negotiated separately. Do not perform work until approved by the Facility Manager or his approved staff.
- 18. Perform inspections and mechanical tests as recommended by the manufacturer that are not listed in this scope. These include but are not limited to:
 - 1. Turn Ratio Test
 - 2. Winding Resistance Test
 - 3. Vector Group Test
 - 4. Insulation Resistance Test
 - 5. Function Test
- 13. Verify the presence of transformer surge arresters. Record the condition and replace as necessary.
- 14. Paint exterior locations showing rust using rust and weather resistant paint and primer. Match paint with original manufacturer color.

- 15. If necessary, replace gaskets and bolts to secure and seal doors as designed.
- 16. Restore the transformer(s) to its online condition.
- 17. Draft a final report of the findings, including details of the work done, completed Performance Checklist, spare parts at site, spare parts recommended to be ordered and stored at site, and a recommendation of PM frequency.
- 18. Advise immediately of any repairs or corrective action that is required. This contract does not include for repairs or spare parts, these will be negotiated in a separate proposal.
- 19. Brief the site contact of the findings and work completed.
- **WORK STANDARDS** See security requirement in paragraph 4.0. The contractor's performing technician must have experience and knowledge related to medium voltage equipment; the contractor is responsible for providing the service technician the proper tools and test equipment to accomplish each segment of this work statement.

The contractor, with their proposal must provide the following:

- 1. Information on current and previous maintenance contracts showing experience in medium voltage maintenance and construction work (11 kV or higher), including applicable customer contacts.
- 2. Proof that the proposed technicians or company personnel have experience, are trained and properly qualified to work on medium voltage systems.
- 3. Company profile and history
- **PRODUCTS USED** Use of U.S.-manufactured products is preferred where not required. All provided material must be compatible in size, rating and quality of the part it is replacing. The following must be provided under this service order:

2.3 <u>MISCELLANEOUS ON-SITE WORK</u>

- 1. In the pre-work coordination meetings, the contractor must discuss and coordinate with Embassy staff on outage planning so that the embassy can properly operate its generators and switchgear breakers properly during the work.
- 2.4 COMMENCEMENT OF TRAVEL TO SITE AND WORK For Kuwaiti or locally based contractors: Travel to and from the site must be included in your proposal and work days must be coordinated in advance. For U.S. based contractors: The contractor shall under no circumstances incur any travel or other costs, or begin the travel to the site or work at site until a cable granting country clearance is received *and* a signed purchase order is issued. Once all needed material is onsite, visit dates will be coordinated between Embassy personnel, contract COR and the contractor. The contractor will be asked to furnish the COR the traveling technicians flight itinerary and security information for a country clearance cable. The contractor is responsible for the traveler's passport, visa and travel arrangements.
- 2.5 SERVICE INTERRUPTIONS The contractor shall plan, coordinate, and schedule

all transformer site work with the Embassy Facility Manager (FM). Notification of this planned outage must be made to the Administrative Officer (Admin) and Information Management Officer and transformer users via the Embassy FM. Notification shall include the loads within the facility to be affected by the outage and the hours and dates The contractor must schedule work to maintain flexibility since of interruptions. interruptions may not be granted on the date(s) requested. Electrical shutdowns and operation of electrical breakers, to include bypass or tie breakers, shall be accomplished only by qualified personnel and upon advance approval of the Embassy FM. Where fire protection, detection, or evacuation alarms are affected, advance written approval of the Embassy FM shall be obtained. The implementation plan should be focused on minimizing any interruptions. Proper lock out/tag out procedures should be followed to maximize safety; the contractor shall supply lock out/tag out materials. Power shall be maintained to all operational loads during normal working hours and maintained to all critical loads at all times except for planned and approved short duration switchovers or outages.

- **2.6 DEFECTIVE EQUIPMENT** As part of the performance of preventive maintenance services the contractor shall identify any failing or faulty component(s) found using onsite. These should be identified in the contractor's written report and a separate proposal shall be provided to replace or repair the faulty parts. This contract does not include for any repairs or supply of spare parts.
- **2.7 SITE RESTORATION** The contractor shall ensure that all facilities receiving this work shall be left in a condition acceptable to the Embassy FM and Embassy Admin upon completion. Transformers must be returned to normal operation at the end of the work shift.
- **2.8 DISPOSAL OF MATERIALS REMOVED** The Contractor shall be responsible for the disposal of all trash created while performing this work statement. The contractor shall transport all materials to be disposed of from the point of removal to the designated disposal storage site, and shall ensure that all items removed through this work are disposed of properly.
- 2.9 **TRAINING** NA
- **2.10 Safety** is the highest priority on this and all U.S. Embassy Kuwait projects. The contractor shall direct all of those under his charge to work safely. Safety concerns shall be brought to the attention of the Post Safety and Health Officer (POSHO) and the COR. It is the Contractors responsibility in maintaining safety provisions at the operation area, including all the precautions concerning health and safety at work. No work in this scope is to occur on an energized system, and proper PPE must be used to verify that the transformers are suitably de-energized prior to the work occurring.
- **REQUIREMENTS AND DELIVERABLES**The contractor shall provide a copy of an unclassified typed summary report within 30 days of site work statement completion. The report must be written in the English language. The report can be

delivered electronically to the Facility Manager at the Embassy, or his staff. At a minimum the report shall include the following information:

- 1. Narrative summary of all findings, problems, and corrective action pertaining to the existing transformers. Inclusion of oil test reports, thermographic monitoring & other tests as required from the scope of work. A list of any necessary repairs or recommended actions. Include all input and output voltage and amperage readings.
- **SECURITY REQUIREMENTS** The Contractor must abide by all U.S. Embassy Kuwait security guidelines which includes submitting personnel information, including civil IDs, for background checks & gate passes.
- **5.0 PROJECT COSTS AND TRAVEL** All project management and travel costs are the responsibility of the contractor.
- **BASIS** The agreed upon cost of this work shall be a fixed price inclusive of all labor, equipment, materials, shipping, travel, and per diem costs.
- 5.2 <u>ALLOWANCE FOR MISCELLANEOUS TIME REQUIREMENTS</u> The contractor's price proposal must allow for time delays that may be encountered in coordination of a planned transformer outage. Including but not limited to delayed access to certain building spaces, meetings and report writing. No additional funds will be provided to compensate for additional time requirements or delays that could have been reasonably anticipated.
- 5.3 TRAVEL AND PER DIEM

 It is the contractor's responsibility to understand Department of State's travel rules and guidelines for contractors prior to incurring any costs. Costs incurred in violation of established travel rules and guidelines of the Department of State shall not be paid. If a visa is required, it is the contractor's responsibility to have a valid passport and obtain a visa.
- **5.4 PROCUREMENT AND SHIPPING** N/A
- **PROJECT COMMENCEMENT** The contractor shall be on-site and begin performance of the work statement within thirty-days of material arrival confirmation. Contractor must follow the guidelines outlined in paragraph 2.4 of this work statement.

6.0. SAFETY

All required safety procedures to be followed. All workers must wear appropriate safety personal protective equipment to include safety shoes, safety, glasses, safety masks, head protection, body harness etc. Keep the work-site secured, and clean-up all debris and trash at the end of each workday. Lock Out and Tag Out procedures should be used wherever necessary. The contractor shall never leave power equipment unattended without disconnecting them from their power source. Tools and materials shall be inspected by the COR/POSHO or his/her authorized representatives and they are stored in a location designated by the COR/POSHO.

7.0 INSPECTION & ACCEPTANCE

The project and services being performed and tools/supplies used to accomplish the preventive maintenance will be inspected by the COR/POSHO or his authorized representatives, to determine that all the work is carried out in a satisfactory manner and that all the tools, equipment used to complete the project are acceptable quality and standard. The contractor shall be responsible to immediately remedy any unacceptable work or conditions within the scope of work of this project.

8.0 POINTS OF CONTACT

EMBASSY CONTACT

David Scovill
Facility Manager
Cell no: 00965 99619868

Off no: 00965 22591414 ScovillDM@state.gov

Planning Contact:

Noel Serrao Maintenance Supervisor Cell No. 965 9760-1734 Office No. 965 9961 1566 SerraoNM@state.gov

END OF STATEMENT OF WORK

Attachment B

U.S. EMBASSY-KUWAIT – FACILITIES MANAGEMENT-POSHO OFFICE CONTRACTOR'S GENERAL RESPONSIBILITIES FOR POST MANAGED CONSTRUCTION PROJECTS

Contractors must demonstrate understanding of their responsibilities under Post Managed Construction Project safety program by addressing hazards in pre-planning processes and meetings.

Prior to starting a project, each contractor is required to review the work site and identify hazards that may occur while performing the job.

Prior to starting a project, the contractor shall contact Contracting Officer or the Post Occupational Safety & Health Officer (POSHO), to ensure they have received pertinent information for the project including requirements for permits, floor plans, utility information, asbestos, lead based paint, and other hazardous materials.

Contractors must provide their employees with a safe and healthful condition of employment.

Contractors are expected to provide a "competent person" to implement Site health and safety plan and to oversee its compliance. A competent person is an individual who, by way of training and/or experience, is knowledgeable of applicable standards, is capable of identifying workplace hazards relating to the specific operation, is designated by the employer, and has authority to take appropriate actions.

The Contractor shall be responsible for the removal and/or disposal of hazardous waste generated from the project. Hazardous waste generated from the project must be removed and disposed of in accordance with the Department's Hazardous Waste Management Policy as well as local rules and regulations.

The contractor shall ensure proper safety, health and environmental requirements as applicable to their project are followed.

The contractor shall ensure individuals working at the site are trained and are aware of potential hazards. Contractors shall ensure that these individuals are provided with proper safety equipment to prevent accidental injury in accordance with the requirements of the contract.

Contractors will report accidents/mishaps to POSHO, or his authorized representative.

The contractor is required to address the following safety procedures (all or as applicable); more information on each item as necessary can be obtained from the POSHO Office; when the project is awarded; but prior to the commencement of project:

- PERSONAL PROTECTIVE EQUIPMENT
- FALL PROTECTION
- BARRICADING & FENCING

- ELECTRICITY SAFETY
- LOCKOUT / TAGOUT
- HAND AND POWER TOOL SAFETY
- SCAFFOLDING
- TRENCHING & EXCAVATIONS
- CONFINED SPACE ENTRY
- POWERED INDUSTRIAL LIFT TRUCKS
- NOISE
- HAZARDOUS COMMUNICATIONS & WASTE MANAGEMENT
- HOT WORK PERMIT
- HANDLING OF FUEL BURNING, REFRIGERANTS & OIL CONTAINING EQUIPMENT
- LEAD BASED PAINT
- FLUORESCENT LIGHT BALLASTS
- INDOOR ENVIRONMENTAL QUALITY
- FIRE PROTECTION SYSTEM